

Embassy of the United States of America
Guatemala City, Guatemala

Guatemala City, Guatemala
May 12, 2004

To all prospective offerors

Dear sir/Madam:

Subject: Request for Quotations number S-GT500-04-Q-0004

Enclosed is a Request for Quotations (RFQ) for digital line services via E1 transmission lines and mobile telephone services. If you would like to submit a quotation, follow the instructions in Section 4 of the solicitation, complete the required portions of the attached document, and submit it to the following address:

General Services Office
United States Embassy
Avenida La Reforma 7-01, Zona 10
Guatemala 01010, Guatemala

Your quotation may be submitted electronically via e-mail to: **HallSC@state.gov** or you may submit your quotation in a sealed envelope marked "Quotation Enclosed" to the above address. The deadline for receipt of electronic and hard copy quotations is **17:00 hours local time, on May 27, 2004**. No quotations will be accepted after this time.

- In order for a quotation to be considered, you must also complete and submit the following: SF-1449 (block 17, 24 and 30). Block 24 should list the total value of the quote for the base year and the option year.
- Section 1
- Section 5, Representations and Certifications
- Additional Information as required in Section 4.

A pre-proposal conference has been scheduled for **May 20, 2004**, at **09:30 hours at the U.S. Embassy Guatemala**. Direct any questions regarding this solicitation in writing to **Sarah C Hall, Contracting Officer**, questions must be written in English and may be sent to fax number **(502) 331-3186**. You may also call **(502) 331-1541 ext. 4321**.

The U.S. Government intends to award a contract to the responsible company submitting an acceptable quotation at the lowest price. We intend to award a contract based on initial quotations, without holding discussions, although we may hold discussions with companies in the competitive range if there is a need to do so.

Sincerely,

Sarah C. Hall
Contracting Officer

Enclosure: As Stated.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>					1. REQUISITION NO. 0468		PAGE 1 OF				
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NO.		5. SOLICITATION NO. S-GT500-04-Q-0004		6. SOLICITATION ISSUE DATE May 12, 2004			
7. FOR SOLICITATION INFORMATION CALL		a. NAME Sergio E. Alemán				b. TELEPHONE NO. <i>(No collect calls)</i> 331-1541 ext. 4601		8. OFFER DUE DATE/LOCAL TIME May 27, 2004 - 17:00 hrs			
9. ISSUED BY Contracting Officer United States Embassy Avenida La Reforma 7-01, Zona 10 Guatemala 01010, Guatemala				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			
						<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)					
						13b. RATING					
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO Avenida La Reforma 7-01, Zona 10 Guatemala 01010, Guatemala, ATTN: GSO				16. ADMINISTERED BY Information Management Center United States Embassy - Guatemala							
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY Budget and Fiscal Office United States Embassy Avenida La Reforma 7-01, Zona 10 Guatemala 01010, Guatemala							
TELEPHONE NO.											
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		Installation of E-1 Circuits, digital telephone services and mobile telephone services to the United States Embassy in Guatemala, in accordance with the terms and conditions provided herein. <i>(Attach Additional Sheets as Necessary)</i>									
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.											
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>						29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>					
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>					
30b. NAME AND TITLE OF SIGNER <i>(TYPE OR PRINT)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(TYPE OR PRINT)</i>				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN ACCEPTED, AND CONFORMS TO THE <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> CONTRACT, EXCEPT AS NOTED						33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				37. CHECK NUMBER	
						38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT						42a. RECEIVED BY <i>(Print)</i>					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42b. RECEIVED AT <i>(Location)</i>					
						42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS			

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405.

OMB No.: 9000-0136
Expires: 09/30/98

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449, RFQ NUMBER S-GT500-04-Q-0004 PRICES, BLOCK 23

SECTION 1 - THE SCHEDULE

1. SCOPE OF CONTRACT

The contractor shall provide installation of E-1 Circuits, digital telephone services and mobile telephone services to U.S. Embassy in **Guatemala**. The prices listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and value added tax (IVA). The Government will pay the Contractor the **on a monthly basis** for standard services that have been satisfactorily performed.

Temporary Additional Services are services that are defined as Standard Services but are required at times other than the normal workday. These services shall support special events at the Post. The Contractor shall provide these services in addition to the scheduled services specified in this contract. The Contracting Officer shall order these services on an as needed basis. This work shall not be subcontracted. The Contracting Officer may require the Contractor to provide temporary additional services with 24 hours advance notice.

The Contractor shall include in its next regular invoice details of the temporary additional services and, if applicable, materials, provided and requested under temporary additional services. The Contractor shall also include a copy of the Contracting Officer's written confirmation for the temporary additional services.

2. PERIOD OF PERFORMANCE

The contract will be for a one-year period from the date of the **Notice to Proceed**, with **four (4)** one-year options to renew.

3. PRICING

Standard installation services, one time service prior to digital line services and mobile telephone services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Installation of E-1 Circuits [to supply 120 digital telephone lines with capability for use of the E-1 circuit, or portion thereof for Digital Video Conferencing upon demand]. Configuration of Direct-Inward-Dialing (DID) for approximately 300	1 to 3	Circuits		

Embassy's extensions. Quality of each line should be 16.2 kb per second at the minimum.				
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3.1 Standard Services. Base year of service - Estimated Quantities ***(base period of the contract, starting on the date of Notice to Proceed and continuing for a period of 12 months)***

3.1.1. Digital Telephone Lines

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee	120	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA.	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group	1	Second		
Calls outside mobile group	1	Second		

3.1.2. Mobile Telephone Services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee (Service Rate Plan Subscription), includes Activation Fee	1	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA	1	Second		
International Roaming, incoming Calls	1	Second		

International Roaming, outgoing Calls	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group Within Guatemala City	1	Second		
Calls outside mobile group Within Guatemala City	1	Second		
Calls within mobile group Outside Guatemala City	1	Second		
Calls outside mobile group Outside Guatemala City	1	Second		
Additional New Lines	1	Second		

3.1.3. Temporary Additional Services

Rental of Line Service	1	Second		
Rental of Cell Phone w/SIM Card	1	Each		

TOTAL ESTIMATED AMOUNT FOR
BASE YEAR:

Quetzales _____

During this contract period, the Government shall place orders totaling a minimum of **US Dollars 2,500.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **US Dollars 250,000.00**. This reflects the contract maximum for this period of performance.

Current monthly number of minutes used on Embassy's analog lines for calls as follows:

Calls within Guatemala City	53,000 minutes
Calls out-side Guatemala City	7,000 minutes
Calls through operator services	45,000 minutes
Calls to Cellular Telephones	17,000 minutes

Offerors shall state any discount offered based on above estimated volumes of consumption or reflect discount in the price per Second in Section 3.1.1. through Section 3.5.3. Volume discounts are encouraged for both digital telephone lines services and mobile telephone services.

Mobile Telephone Equipment

The basic package shall include but is not limited to the following items:

Description	Model Type	Price Quetzales
Mobile Phones		
Batteries (at least Li-Ion)		
Battery charger		
Fixed hands-free kit		
Personal hands free unit		
Belt clip or pouch		
User manual		
Safety certificate and brochures		
Total Price		

3.1.4. Additional charges for DVC Services _____

3.2. First Option Year - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months. The Contractor shall provide Digital Telephone Services and Mobile Telephone Services for the first option year of the contract. The fixed rates, estimated number of hours, and ceiling for each category are:

3.2.1. Digital Telephone Lines

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee	120	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA.	1	Second		
International Calls to Central				

America, includes Belize and Panama	1	Second		
Calls within mobile group	1	Second		
Calls outside mobile group	1	Second		

3.2.2. Mobile Telephone Services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee (Service Rate Plan Subscription), includes Activation Fee	1	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA	1	Second		
International Roaming, incoming Calls	1	Second		
International Roaming, outgoing Calls	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group Within Guatemala City	1	Second		
Calls outside mobile group Within Guatemala City	1	Second		
Calls within mobile group Outside Guatemala City	1	Second		
Calls outside mobile group Outside Guatemala City	1	Second		
Additional New Lines	1	Second		

3.2.3. Temporary Additional Services

Rental of Line Service	1	Second		
Rental of Cell Phone w/SIM Card	1	Each		

TOTAL ESTIMATED AMOUNT FOR
FIRST OPTION YEAR:

Quetzales _____

During this contract period, the Government shall place orders totaling a minimum of **US Dollars 2,500.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **US Dollars 250,000.00**. This reflects the contract maximum for this period of performance.

3.3. Second Option Year - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months. The Contractor shall provide Digital Telephone Services and Mobile Telephone Services for the first option year of the contract. The fixed rates, estimated number of hours, and ceiling for each category are:

3.3.1. Digital Telephone Lines

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee	120	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA.	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group	1	Second		
Calls outside mobile group	1	Second		

3.3.2. Mobile Telephone Services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee (Service Rate				

Plan Subscription), includes Activation Fee	1	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA	1	Second		
International Roaming, incoming Calls	1	Second		
International Roaming, outgoing Calls	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group Within Guatemala City	1	Second		
Calls outside mobile group Within Guatemala City	1	Second		
Calls within mobile group Outside Guatemala City	1	Second		
Calls outside mobile group Outside Guatemala City	1	Second		
Additional New Lines	1	Second		

3.3.3. Temporary Additional Services

Rental of Line Service	1	Second		
Rental of Cell Phone w/SIM Card	1	Each		

TOTAL ESTIMATED AMOUNT FOR
SECOND OPTION YEAR:

Quetzales _____

During this contract period, the Government shall place orders totaling a minimum of **US Dollars 2,500.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **US Dollars 250,000.00**. This reflects the contract maximum for this period of performance.

3.4. Third Option Year - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months. The Contractor shall provide Digital Telephone Services and Mobile Telephone Services for the first option year of the contract. The fixed rates, estimated number of hours, and ceiling for each category are:

3.4.1. Digital Telephone Lines

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee	120	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA.	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group	1	Second		
Calls outside mobile group	1	Second		

3.4.2. Mobile Telephone Services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee (Service Rate Plan Subscription), includes Activation Fee	1	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA	1	Second		
International Roaming, incoming Calls	1	Second		
International Roaming, outgoing Calls	1	Second		
International Calls to Central				

America, includes Belize and Panama	1	Second		
Calls within mobile group Within Guatemala City	1	Second		
Calls outside mobile group Within Guatemala City	1	Second		
Calls within mobile group Outside Guatemala City	1	Second		
Calls outside mobile group Outside Guatemala City	1	Second		
Additional New Lines	1	Second		

3.4.3. Temporary Additional Services

Rental of Line Service	1	Second		
Rental of Cell Phone w/SIM Card	1	Each		

TOTAL ESTIMATED AMOUNT FOR
THIRD OPTION YEAR:

Quetzales _____

During this contract period, the Government shall place orders totaling a minimum of **US Dollars 2,500.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **US Dollars 250,000.00**. This reflects the contract maximum for this period of performance.

3.5. Fourth Option Year - starting one year after the start date shown in the Notice to Proceed and continuing for a period of twelve months. The Contractor shall provide Digital Telephone Services and Mobile Telephone Services for the first option year of the contract. The fixed rates, estimated number of hours, and ceiling for each category are:

3.5.1. Digital Telephone Lines

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee	120	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		

International Calls to USA.	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group	1	Second		
Calls outside mobile group	1	Second		

3.5.2. Mobile Telephone Services

Description	Estimated Quantity	Unit	Unit Price	Total Price
Monthly service fee (Service Rate Plan Subscription), includes Activation Fee	1	Line		
Calls within Guatemala City	1	Second		
Calls outside Guatemala City	1	Second		
International Calls to USA	1	Second		
International Roaming, incoming Calls	1	Second		
International Roaming, outgoing Calls	1	Second		
International Calls to Central America, includes Belize and Panama	1	Second		
Calls within mobile group Within Guatemala City	1	Second		
Calls outside mobile group Within Guatemala City	1	Second		
Calls within mobile group Outside Guatemala City	1	Second		
Calls outside mobile group Outside Guatemala City	1	Second		
Additional New Lines	1	Second		

3.5.3. Temporary Additional Services

Rental of Line Service	1	Second		
Rental of Cell Phone w/SIM Card	1	Each		

TOTAL ESTIMATED AMOUNT FOR
FOURTH OPTION YEAR:

Quetzales _____

During this contract period, the Government shall place orders totaling a minimum of **US Dollars 2,500.00**. This reflects the contract minimum for this period of performance. The amount of all orders shall not exceed **US Dollars 250,000.00**. This reflects the contract maximum for this period of performance.

In accordance with FAR 52.203-6 Restrictions on Subcontractor Sale to the Government (JUL 1995), subcontracting standard services and/or temporary additional services is prohibited.

CONTINUATION TO SF-1449, RFQ NUMBER S-GT500-04-Q-0004
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT
SCHEDULE OF SERVICES, BLOCK 20

1. PERFORMANCE WORK STATEMENT

This solicitation is for installation of E-1 Circuits, Digital Lines and Mobile Telephone Services. The Embassy is using 114 analog lines and 189 mobile telephone lines (approx) for official purposes. The Contractor shall provide complete digital and mobile telephones services for the United States Embassy in Guatemala.

A. Services provided shall include:

- Installation of E-1 Circuits
- Installation of Digital Lines
- Calls within Guatemala
- International calls
- International roaming
- Wireless Application Protocol (WAP)
- SMS messaging
- Voice Mail
- Rent of cell-phones with or without SIM cards
- 24 hour Customer service
- Detailed Billing of calls made
- Data Services

The Contractor shall ensure that the connection through it's network is of the highest quality possible and shall be uninterrupted, clear and with no static. Network problems shall be remedied immediately, and the COR must be immediately informed of any problems, and their resolution.

Offeror must provide a guaranty that the lines must be operable at least 95% of the time.

B. Equipment Package for Mobile Telephone Services

The basic package shall include but is not limited to the following items:

- Mobile Phones
- Batteries (at least Li-Ion)
- Battery charger,
- Fixed hands-free kit
- Personal hands free unit
- Belt clip or pouch
- User manual
- Safety certificate and brochures

1.1 Calls Within Guatemala

The contractor shall ensure on a 24-hour basis at least 90% local network coverage around Guatemala with special consideration to all urban areas and main traffic routes.

1.2 International Calls

The Contractor shall ensure on a 24-hour basis international connectivity with the USA, all European countries and all other worldwide countries where those telephone services are available.

1.3 International Roaming

The contractor shall provide as extensive international roaming connectivity as possible, with special interest of the Government for roaming within all Central America and the USA. The contractor must describe in their proposal, all roaming capabilities.

1.4 Wireless Application Protocol (WAP)

The contractor shall provide Internet connection through their network to the Wireless Application Protocol (WAP) Internet sites.

1.5 SMS Messaging

The contractor shall provide access to around the clock SMS messaging.

1.6 Voice Mail

The Contractor shall provide Voice Mail services in English and Spanish Language. Voice Mail Box shall be prepared for each number separately as per standard practice.

1.7 Rent of Cell-Phones with SIM Cards

The Contractor shall provide up to ten (10) cell-phones for rent within two (2) days of notice and/or additional telephones according to Government needs, for official visits. Included with the cell-phone should be SIM card (if needed), English Instruction Manual, batteries, and phone charger in accordance with prices shown for Temporary Additional Services.

1.8 Customer Service

The contractor shall provide technical support for setting up voice mail, roaming questions, questions on the phone features, number changes, lost or stolen telephone reporting and manufacturer's warranty information, and all other matter concerning the mobile telephone services through the Contractor's Project Manager.

1.9 Detailed Billing

1.10 The Contractor shall provide monthly breakdown of calls made by individual number. The breakdown shall clearly show:

- Called Number
- The Time And Date Of The Call
- The Duration Of The Call
- Price

1.11 The monthly lists of calls made shall be forwarded to the Contracting Officer's Representative (COR) until the end of each current month for the previous month to the following address:

Embajada de los Estados Unidos de América
Avenida La Reforma 7-01, Zona 10
Guatemala 01010, Guatemala
Attn: IMO

2. Invoicing

2.1 The Contractor shall submit monthly invoices to the COR at the address shown in paragraph D below. A proper invoice must include the following information:

Contractor's name and bank account information for payments by wire transfers

Invoice Date

Contract number

A summary showing a listing of each line with total monthly price in local currency for that line. A detailed invoice for each agency has to be attached to each summary invoice and should include the cost breakdown by each telephone line according to the pricing schedule

A detailed list of all calls made for each line

Prompt payment discount if any

Name, title, phone number, and address of person to contact in case of defective invoice

2.2 If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendars days. The Contractor must then submit a proper invoice.

2.3 The COR will take each summary invoice and furnish the detailed invoice to the appropriate official in each individual Government agency. That agency representative will review the detailed invoice and either approve for payment or advise the COR of the inaccuracies found. It shall be the COR who will interact with the Contractor on any invoice problems.

2.4 The contractor will send all invoices to the following address:

**Budget and Fiscal Office
United States Embassy
Avenida La Reforma 7-01, Zona 10
Guatemala 01010, Guatemala**

2.5 Payment shall be made in local currency by Electronic Funds Transfer (EFT) within 30 days after receipt of the proper invoice

2.6 The Government will provide an exemption of Value Added Tax (VAT-IVA); according to host country VAT laws.

3. Key Personnel

3.1 The Project Manager must be able to converse in English and Spanish. The Contractor shall assign to this contract the following key person:

POSITION/FUNCTION

NAME

Project Manager

3.2 During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is required due to illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required below to the Contracting Officer at least 15 days before making any permanent substitutions.

3.3 After the first 90 days of performance, the Contractor may substitute a key person if the contractor determines that it is necessary. The Contractor shall notify the Contracting Officer of the proposed action immediately. Prior to making the substitution, the Contractor will provide the information required below to the Contracting Officer.

3.4 The Contractor shall provide a detailed explanation of the circumstances requiring the proposed substitution, a complete resume for the proposed substitute. The proposed substitute shall possess qualifications comparable to the original key person. The Contracting Officer will notify the Contractor of its approval or disapproval of the substitution within 15 calendar days after receiving the required information. The Government will modify the contract to reflect any changes in key personnel.

4. Permits

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the work under this contract. The contractor

shall obtain these permits, licenses, and appointments in compliance with applicable **Guatemala** country laws.

5. Government Furnished Property

5.1 The Government intends to use Government Owned Equipment and Accessories **compatible with Nortel Meridian 61C EPABX Telephone System**. The contractor will provide a fully functional SIM card, telephone number and appropriate security codes for all existing Government cell phones.

5.2 A list of Cell Phone Types that the Government owns and intends to use with the services provided in this contract are shown in **Attachment A**.

6. Addition of New Lines

The contractor will provide a fully functional SIM card, telephone number and appropriate security codes to the COR within 24 hours after receiving a modification to the contract.

7. Non-Official Lines

This Contract is valid only for official Government needs.

8. Disclosure of Information

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to an person except as may be necessary in the performance of the contract.

9. Technological Refreshment

After contract award, the Government may pursuant to FAR clause 52.212-4, Contract Terms and Conditions –Commercial Items, paragraph (c), Changes, request changes within the scope of the contract. These changes may be required to improve performance, or react to changes in technology.

The contractor may propose for the Government's technological refreshment substitution or addition for any provided product(s) or services that may become available as a result of technological improvements. The Government may, at any time during the term of this contract or any extensions thereof, modify the contract to acquire products which are similar to those under the contract and that the Contractor has or has not formally announced for marketing purposes. This action is considered to be within the scope of the contract. At the option of the Government, a demonstration of the substitute product may be required. The Government is under

no obligation to modify the contract in response to the proposed additions or substitution.

Such substitution or additions may include any part of, or all of, a given product(s) provided that the following conditions are met and substantiated by documentation in the technological refreshment proposal:

The proposed product(s) shall meet all of the technical specifications of this document and conform to the terms and conditions cited in the contract.

The proposed product(s) shall have capacity, performance, or functional characteristics equal or greater than the current product(s).

The proposal shall discuss the impact on hardware, services and delivery schedules.

The cost of changes not specifically addressed in the proposal shall be borne entirely by the contractor.

Contractor has the right to withdraw, in whole or in part, any technological refreshment proposal prior to acceptance by the Government. Contractor will use commercially reasonable efforts to ensure that prices for substitutions or additions are comparable to replaced or discontinued products. If a technological refreshment proposal is accepted and made a part of this contract, an equitable adjustment increasing or decreasing the contract price may be required and any other affected provisions of this contract shall be made in accordance with this clause, the Changes clause, and other applicable clauses of the contract.

10. Special Short Term Promotion

For the entire contract duration, the Contractor will offer the Embassy the option to take advantage of any promotional programs that it offers and that is suited for use by Embassy staff. The Embassy at its own discretion will have the option to take or reject the opportunity.

11. Delivery Orders

The Contracting Officer will issue delivery orders to order phone and services to the Contractor for performance of work under this contract. If an order is given orally, it will be followed up by a written delivery order within 7 days.

12. Training

The contractor shall provide, at no additional cost, training to all Embassy employees who received a mobile phone. Training to be provided will include the proper operation of equipment purchased and feature operation. The training will be coordinated with the COR to match the Embassy work schedule.

13. Equipment Return/Defective Policy

If a telephone is defective or is being returned, the telephone will be exchanged within **two (2)** business days.

14. Customer Service Centers

The contractor is to provide a telephone number for the purpose of reporting equipment problems and malfunction, billing inquiries and/or customer question regarding accounts and/ or services.

15. Survivability and Recovery

15.1 The contractor shall have a working system of survivability of the network in case of emergency and serious disaster when all networks may be jammed or when parts of the network are destroyed.

15.2 The contractor shall have a recovery plan in place that shall deal with such occurrences. For catastrophic failures Contractor must recover services within four (4) hours.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (OCT 2003), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4
None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (JAN 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

	Clause Number and Title
X	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (13) [Reserved].
X	(14) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order</i>

	<i>exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]</i>
	<i>(20) – (22) [Reserved].</i>
	<i>(23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies and the amount exceeds \$169,000]</i>
X	<i>(24) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	<i>(25) – (28) [Reserved].</i>
	<i>(29) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
	<i>(30) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	<i>(31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]</i>
	<i>(32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	<i>(33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). [Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	<i>(ii) Alternate I (APR 1984) of 52.247-64. [Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]*

Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) [Reserved].

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition

Website at <http://www.statebuy.gov/home.htm> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING FEDERAL ACQUISITION REGULATION CLAUSES ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.225-14	Inconsistency Between English Version and Translation of Contract (FEB 2000)
52.228-4 (APR 1984)	Workers' Compensation and War-Hazard Insurance Overseas
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.245-4	Government-Furnished Property (Short Form) (JUN 2003) (applies only if Government-furnished property is a part of this purchase order)

THE FOLLOWING FAR CLAUSES ARE PROVIDED IN FULL TEXT:

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **starting date** through the **ending date of Contract**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **US Dollars 2,500.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **US Dollars 25,000.00**

(2) Any order for a combination of items in excess of **US Dollars 250,000.00**; or

(3) A series of orders from the same ordering office within **two (2)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one (1) day** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after thirty days (30) after expiration date of Contract.

*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five (5) years**.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond **September 30**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **September 30**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

652.228-70 INDEMNIFICATION (JULY 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or omission of the Government, its officers, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damages, injury, or liability.

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original and two (2) copies to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall include Value Added Tax (VAT) on invoices' amount submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.216-70 ORDERING - INDEFINITE - DELIVERY CONTRACT. (DEC 1994)

The Government shall use one of the following forms to issue orders under this contract:

(a) Optional Form (OF) 347, Order for Supplies or Service; OR

(b) Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the **Information Management Officer**.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export

Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(a) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar

exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2004), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

A. SUMMARY OF INSTRUCTIONS. Each offer must consist of the following:

A.1. SF-1449. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Sections 1 and 5 have been filled out.

A.2. INFORMATION. Information demonstrating the offeror's/quoter's ability to perform, including:

- (1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;
- (2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;
- (3) List of clients, demonstrating prior experience with relevant past performance information and references;
- (4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).
- (6) Information on Connectivity within **Guatemala**
- (7) List of international roaming contracts.
- (8) Offeror is required to provide a copy of the Rate Plan Subscription
- (9) Offeror is required to provide a price list for accessories.
- (10) Evidence that the contractor has a recovery plan in the event of an emergency or disaster.

Any other written information that will provide proof of technical and financial responsibility of the company.

A.3. IF REQUIRED BY THE SOLICITATION, PROVIDE EITHER:

- (a) a copy of the Certificate of Insurance, or
- (b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://www.arnet.gov/far> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE INCORPORATED BY REFERENCE:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.204-6 System	Contractor Identification Number --Data Universal Numbering (DUNS)Number (JUN 1999)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003)

THE FOLLOWING FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS ARE PROVIDED IN FULL TEXT:

52.204-7 Central Contractor Registration (OCT 2003)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the

CCR database; and (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one

business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

THE FOLLOWING DOSAR PROVISION(S) IS/ARE PROVIDED IN FULL TEXT:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-060

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the

adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

(a) COMPLIANCE REVIEW. The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations that do not conform to the solicitation.

(b) TECHNICAL ACCEPTABILITY. Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation. The Government reserves the right to conduct a field test of the quoter's network within **Guatemala** to ensure adequate connectivity.

(c) PRICE EVALUATION. The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.

(d) RESPONSIBILITY DETERMINATION. The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them;
and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING FAR PROVISIONS ARE PROVIDED IN FULL TEXT:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures—

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (JAN 2004)

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent;

Name _____.

TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to

either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

THE FOLLOWING DOSAR PROVISION IS PROVIDED IN FULL TEXT:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

(1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,

(2) Discriminating in the award of subcontracts on the basis of religion.

Embassy of the United States of America
Guatemala City, Guatemala

Request For Quotations (RFQ) number S-GT500-04-Q-0004
Installation of E-1 Circuits, Digital Lines and Mobile Telephone Services

ATTACHMENT A

MAKE	TYPE
Nokia	3320
	3520
	5120
	5125
	6120
	6161
	6820
	8260
	8265
Motorola	V-120
	V-60
	Star Tac
	Timeport
	C331
Samsung	STH-A325
	STH-N275
	STH-A255
	Slim
Ericsson	R300
	KF788
Qualcomm	Satelital

Embassy of the United States of America
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Request For Quotations (RFQ) number S-GT500-04-Q-0004
Installation of E-1 Circuits, Digital Lines and Mobile Telephone Services

ATTACHMENT B

Mobile Telephone Services
(To be completed by Offeror)

Plan	Estimated Quantity	Minutes*	Price QUETZALES	Price Per Additional Minute - Quetzales
A	140	250		
B	15	500		
C	10	1000		
D	3	1500		

- ***Minutes are for outgoing calls and incoming calls are free of charge**
- Each Plan must include complete detail of calls made (the charge for each detail must be included in the Plan's price).
- Calls made outside Guatemala City but within Guatemala and International calls are not included in the minutes of the plan.

Description of Telephone Equipment
(To be completed by offeror)

TYPE	OTHER CHARGES**

**Other charges must include sign-in fee, insurance, programming, and any other service related to the operation of each telephone equipment.